

Information Technology Professional Services
RFP # 317.03-081
RFP Amendment 3
September 16, 2002

1. Delete RFP Section 1, 5th paragraph, in its entirety, and replace it with the following:

A description of the services to be provided by these personnel, the method of requesting and selecting personnel, as well as other provisions defining the working relationship, are described in this RFP and the attached pro forma contract "Scope of Services." In some cases, travel may be required in relation to the provision of services described in this RFP; the State will reimburse the Contractor for such travel expenses in accordance with the stipulations of Pro Forma Contract Section C.5.

2. Add the following paragraph as the final paragraph in RFP Section 4.3:

The State may also request that Contractor personnel travel away from the official station of Nashville, Tennessee to perform project-related tasks. In such cases, the State will request the travel in advance, in writing, and will compensate the Contractor in accordance with State of Tennessee Comprehensive Travel Regulations, as amended from time to time. These regulations may be viewed on the State's web site at <http://www.state.tn.us/finance/act/policy.html>.

3. Delete RFP Section 4.4 in its entirety, and renumber subsequent sections accordingly.
4. Delete RFP Section 5.2.3.14.1, first paragraph, in its entirety, and replace it with the following (remainder of Section 5.2.3.14.1 remains the same):

5.2.3.14.1 A list of three (3) large clients the Proposer is currently serving, or has served within the past three [3] years). Higher scores will be given for experience reflecting services the same as or similar to those requested in this RFP. For each client, include:

5. Delete *Pro Forma* Contract Section C.5 in its entirety, and replace it with the following:

C.5. Travel Compensation. With regard to Travel, the following provisions shall apply:

- C.5.a. The "Official Station," which is defined as the location at which Contractor personnel shall perform the major portion of their duties, will be designated by the State in the SOW. In most cases this will be Nashville, Tennessee.
- C.5.b. Neither the Contractor, its personnel, nor its agents shall be eligible for reimbursements for any travel expenses related to work performed at the Official Station. This includes, but is not limited to, travel to and from the Official Station, and food and lodging therein.
- C.5.c. In some cases, at the State's request and with prior written approval, Contractor personnel may be required to travel and work away from the Official Station. Such travel expenses shall be reimbursed in accordance with the *State of Tennessee Comprehensive Travel Regulations*, as amended from time to time (see <http://www.state.tn.us/finance/act/policy.html>).
- C.5.d. Compensation to the Contractor for State-authorized travel, meals and/or lodging shall be in the amount of actual costs, subject to maximum amounts and limitations specified in the State's *Comprehensive Travel Regulations*, as amended from time to time.

6. Delete *Pro Forma* Contract Section D.12 in its entirety, and replace it with the following:

- D.12. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's and subcontractor's employees, and to pay all applicable taxes incident to this Contract, including any employment taxes that may be assessed against the State and/or the Contractor as a result of the Contractor's services pursuant to the Contract.

7. Add the following paragraph as *Pro Forma* Contract Section E.18:

- E.18. Contractor Limitation of Liability. The Contractor's liability on damages for negligence shall be limited to two times the maximum liability of this Contract, as stated in Section C.1. The limitation of liability as set forth in this section does not apply to liability of the Contractor for intentional torts, criminal acts, or fraudulent conduct. The State will not indemnify the Contractor for damages caused by the Contractor's own actions or negligence, or those of third parties.

8. On RFP Attachment 9.2, *COST PROPOSAL FORMAT*, delete "REQUIREMENTS" item number 2 in its entirety, and renumber subsequent items accordingly.